

TEMPORARY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Porter Cowan, hereinafter referred to as "Grantor", do hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over the property described in Exhibit 1 attached hereto.

It is agreed that this is a temporary construction easement for the purpose of Grantee constructing a sewer line.

The easement is temporary in nature and will expire and terminate upon completion of the construction of the sewer project and restoration of Grantor's property. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand this 12th day of February, ~~2002~~ 2003

Porter Cowan
PORTER COWAN

Witnessed By:

Jina

APPROVED AND ACCEPTED by the
City of Olive Branch

By: Samuel P. Rikard
SAMUEL P. RIKARD, MAYOR

ATTEST:
Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE MS.-DESO TO CO.
FILED

MAR 26 11 28 AM '03

BK 446 PG 467
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of February, 2003, within my jurisdiction Jina Le, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Porter Cowan, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed her name as witness thereto in the presence of same.

Witness



 NOTARY PUBLIC

My Commission Expires:

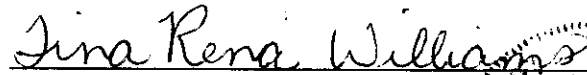
MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 19, 2005
 BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

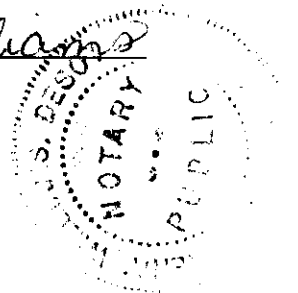
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 24th day of March, 2003, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.


 NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
 MY COMMISSION EXPIRES AUG 13, 2008
 BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
 P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**PORTER COWAN
DEED BOOK 118, PAGE 625**

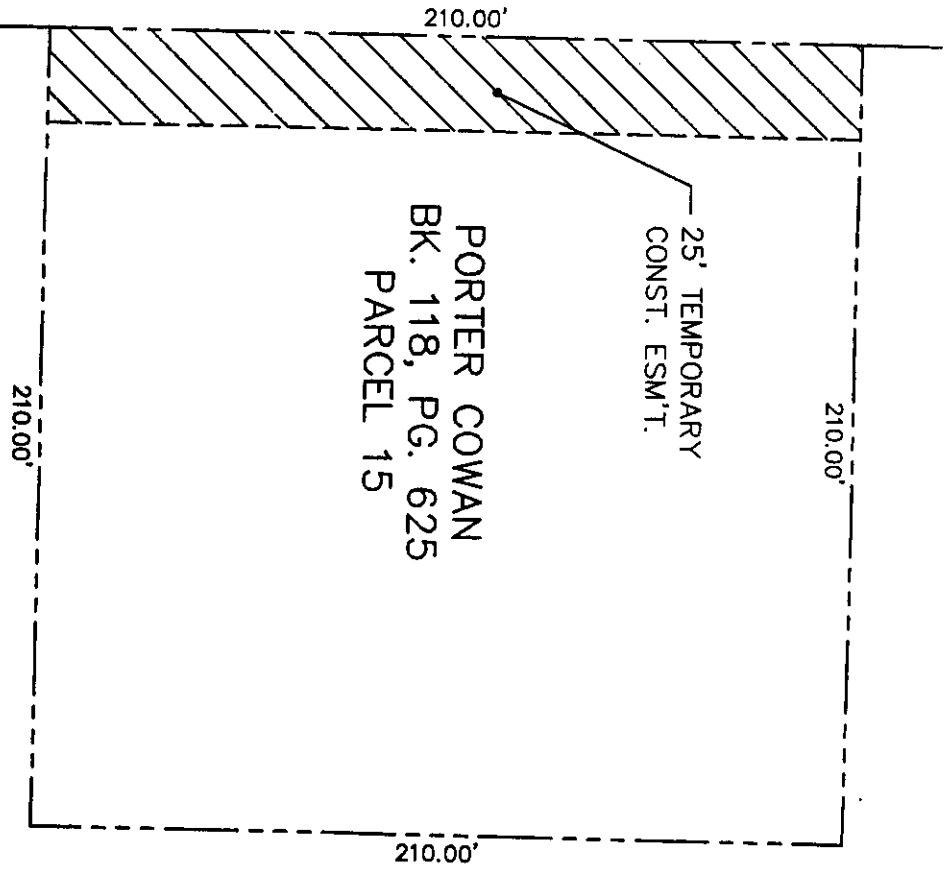
EXHIBIT 1

Being a portion of the Porter Cowan property, lying in the Southwest Quarter of Section 11, Township 2 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi, and being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Being a 25 foot wide strip of land parallel and adjacent to the west line of subject property containing 5,250 square feet more or less.

ALEXANDER ROAD



SCALE: 1" = 50'

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

OLIVE BRANCH 2001
SEWER IMPROVEMENTS

UTILITY EASEMENT

PREPARED BY: F&A BK. 118, PG. 625 TRACT: COWAN

DRAFTSMAN: BS DATE: JUNE., 2002

THIS PROPERTY IS LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 6 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY
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EASEMENT REQUIRED:

UNENCUMBERED:

PERM: 0.0 S.F.

TEMP: 5,250 S.F.

ENCUMBERED:

PERM: 0.0 S.F.

TEMP: 0.0 S.F.